

RENTAL AGREEMENT

-BETWEEN-

THE "LESSOR"

STANLOU PLASTIC TANZANIA LIMITED

-AND-

THE "TENANT"

MPYA-MJINI COMPANY LIMITED

DRAWN BY:

DEOGRATIUS J. OTARU

The parties herein, have come to a RENTAL AGREEMENT made This day of
...04 / 07 /2024

BETWEEN

STANLOU PLASTICS TANZANIA LIMITED of Dar es Salaam, herein after referred to as the “lessor” which expression where the context so admits includes his successors and assigns of the one part,

AND

MPYA MJINI COMPANY LIMITED of P.O. BOX Number 77128 Dar Es Salaam, herein after referred to as the “tenant” which expression where the context so admits includes his successors and assigns of the one part.

WHERE AS the lessor is the legal owner of all that property designated as building, located at plot No. 218-228, Block No. B, Gezaulole-Kigamboni Dar es salaam, here in after referred to as the” Demised Premises” together with the lessor’s fixtures and fittings on the demised premises;

WHERE AS the lessor is desirous of renting out the demised premises to the tenant and the tenant is desirous of renting the same for the purpose of commercial activities;

AND WHERE AS the lessor ant the tenant has agreed that this agreement of the demised premises shall be subject to the terms and conditions herein after preparing:

IN WITNESSETH THERE OF the parties herein covenant and bind themselves as under:

1.0 TERM OF THE TENANCY

- 1.1 The period of tenancy herein referred to as the contractual period shall depend with tenant and lessor agreement.**
- 1.2 The tenant will be in possession and liable of the dismissed premises for commercial activities only.**
- 1.3 This agreement may be terminated by either party giving to the other 90 (ninety) days' notice, in writing.**
- 1.4 Upon termination of the contractual period, at the instance of the lessor before expiry of the term and after expiration of the said notice, the lessor shall refund the tenant in full any unused portion of the rent for the period after expiring of the said notice within 30 (thirty) days of the termination of the contractual period; and the tenant upon receiving full refund of unused portion of the rent shall immediately handover the Demised premises to the lessor.**
- 1.5 Upon termination of the contractual period, at the instance of the tenant before expiry of the term and in case were no notice or less than three-month notice was given, the tenant shall pay the lessor in full the amount that is equivalent to the rent of the period that notice of the termination contract should have been given.**
- 1.6 This agreement may be renewed on expiry of the contractual period;
PROVIDED THAT: the contractual period here by created at the option of the tenant be extended for a further term of 1 (one) year serving to lessor a written**

notice of at least 3 (three) months before the expiry of the existing contractual period of the agreement granted; and the new agreement shall be on the same terms and conditions as this one, save for the rental amount which shall be agreed upon by the lessor and the tenant prior to renewal; and in the event that the parties here in fail to agree on the amount of the new rent payable for the period sought to be renewed, then this agreement will come to an end.

- 1.7 The lessee shall pay the rent to the lessor on the payment day during the term in advance, twithought deduction save for withholding tax at the rent (10%) of the rent, the prevailing rent for such withholding tax, which withholding tax the tenants shall pay over to the Tanzania Revenue Authorities. The tenant shall furnish to the lessor, upon demand, a receipt for such withholding tax payment.

2.0 RENT PAYABLE

2.1 The tenant shall pay rent at the rate of USD 800 per monthly. The rent calendar monthly is payable on six months basis in advance for the duration of contractual period for the demised premises making a sum total of USD 4800/=

3.0 REVIEW OF RENT

3.1 In case the agreement will be renewed, the rent payable for the demised premises shall be subject for review upon expiring of the six (6) months contractual period to take into account the prevailing market rates. This agreement will be valid from 1st July, 2024 to 30th June, 2025

4.0 TENANT'S COVENANTS

THE TENANT COVENANTS WITH THE LESSOR as follows:

- a) To pay the agreed rent on the days and in the manner, a fore said without any deduction whatsoever.
- b) To pay for all charges in respect of water, telephone, electricity, garbage collection, sewage and other charges used on the demised premise during the contractual period.

- c) Shall be responsible and shall pay for own security services.
- d) To comply with the city council health regulations and any other relevant laws or by-laws relating to the demised premises
- e) To permit the lessor or his agents, at reasonable times during the said term with or without workmen with prior notice to enter upon and examine the condition of the property

4.1 (f) Demised premises and in case the same shall be found to be defective or out repair to leave notice in writing on the demised premises of such defects or maintenance of which the tenant is liable under the provisions of paragraph (1) here of requiring the tenant to make good the same in a proper manner to the satisfaction of the lessor within the space of four weeks after every such notice shall have been left as aforesaid.

- f) Not to make any alterations or additions to the demised premises without the written consent of the lessor, but such consent shall not be unreasonably withheld.
- g) To keep the premises clean and take care of minor repairs e.g. light bulbs, blocked kitchen sink, laundry sink, hand wash basin, bottle traps, etc.
- h) Not to assign, this rental agreement, sublet or otherwise part with possession of the demised premises, AND IT IS HERE BY AGREED AND DECLARED that upon any breach of this covenant by the tenant, it shall be lawful for the lessor to re-enter upon the demised premises and the agreement hereby created shall be determined absolutely but without prejudice to the rights of action of the lessor in respect of any breach of the tenants covenants here in contained.
- i) Not to permit upon the demised premises anything which may be a nuisance, or annoyance to or in any way interfere with the quite comfort of the neighborhood.
- j) Not without the previous consent of the lessor in writing to make or allow to be made any alterations or additions to the demised premises or to any building or structures erected with such consent as aforesaid, nor to

destroy or damage any of the walls, timbers or other structural parts thereof.

- k) Not to keep or allow pets onto the demised premises.

4.2 (l) At the end of the said contractual period to handover the demised premises in such repair or condition as shall be in accordance with the tenant's covenants here in before contained and fully repainted, subject to the demised premises being fully repainted when taking possession and the tenant has occupied the demised premises for a period of not less than one year.

- M) To pay all taxes payable by the tenant pursuant to any legislation in force during the term of this tenancy

5.0 LESSOR'S COVENANTS:

THE LESSOR COVENANTS WITH THE TENANT as follows:

- a) To permit the tenant paying the rent hereby reserved and observing the covenants and condition hereby contained or implied and, on its part, to be performed and observed, peacefully and quietly to possess and enjoy the demised premises during the tenancy hereby crated without any interruption from or by the lessor or any person rightfully claiming from or under her.
- b) To pay all existing and future city site rates, taxes and all outgoings payable in respect of the demised premises.
- c) To pay all taxes payable by the lessor pursuant to any legislation in force during the term of this tenancy.

6.0 NOW HEREFOR IT IS MUTUALLY AGREED as follows:

- (a) This agreement would, without notice, be terminated automatically if the tenant fails any part of its obligation under this tenancy.

- (b) The agreement can be terminated before expiry of the fixed period stated above by the tenant by giving three calendar months' notice in writing or by paying three months' rent in lieu of such notice provided that the tenant shall not be entitled for a refund or rent for the unexpired term if he terminates or his act(s) lead(s) to the termination of the agreement.
- (c) In the event the demised premises or any part thereof being damaged or destroyed by fire during the continuance of the term hereby reserved so as to render it unfit for occupation and use neither part shall be held responsible for the outcome in respect thereof, provided that the damage has been caused by force majeure or an act of God.

This agreement shall be governed by the laws of the United Republic of Tanzania and both parties agreed to submit to the non-exclusive jurisdiction of the courts of Tanzania.

SIGNED and DELIVERED in Dar es Salaam on behalf of STANLOU PLASTIC TANZANIA LIMITED

.....STANLOU PLASTIC TANZANIA LTD

Name:

.....Pester.

Signature:

.....14/11/2024

Date

Who are known to me personally, in my presence} this..... day of.....2024

WITNESSED:

Name:

Signature:

Date:

Qualification:

SIGNED and DELIVERED in Dar es Salaam by, authorized representative of Mpya - Mjini Company Limited

Name: Weng Guohua

Signature; 

Date: 14 / 11 / 2024



Who is known to me personally in my presence this ... 14 ... day of ... Nov ... 2024

WITNESSED:

Name: MICHAEL CHAHE

Signature: 

Qualification: Advocate





START OF LEGAL RECEIPT

MICHAEL PIUS CHAHE
P.O.BOX.DAR ES SALAAM
TEL NO:+255 712 223 010
STREET:MPAKANI 'B'



TIN 139051378

URN 40034972C

SERIAL NUMBER 03T2842046084
UIN 01133F
-10587530413905137803T2842046084

TAX OFFICE KINONDONI

RECEIPT NUMBER 8932
ZNo 4/1600
DATE 14-11-2024 TIME 14:58:08
ECR: 01 OP: 01

LEGAL SERVICE 5'000.00 A
TOTAL EXCLUSIVE OF TAX 4'237.29
TAX A-18.00% 762.71
TOTAL TAX 762.71
TOTAL INCLUSIVE OF TAX 5'000.00

CASH 5'000.00
ITEMS NUMBER 1

RECEIPT VERIFICATION CODE
4F60588932



*** END OF LEGAL RECEIPT ***

Changamoto kwenye risiti pia
bure TRA 0800750254/0800759255